

# MISSOURI PACIFIC RAILROAD COMPANY

RECEIVED

AUG 30 10 28 AM '76

## LAW DEPARTMENT

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103  
TEL. AREA CODE 314

MARK M. HENNELLY  
VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

I. C. C.  
FEE OPERATION BR.  
GILBERT P. STREILINGER  
GENERAL SOLICITOR  
622-2022

ROBERT H. STAHLHEBER  
GENERAL ATTORNEY—COMMERCE  
622-2014

CHARLES P. LIPPERT  
GENERAL ATTORNEY  
622-2021

ROBERT W. YOST  
GENERAL ATTORNEY  
622-2015

PAUL E. LITTLETON  
ATTORNEY  
622-2017

August 16, 1976

6-243A020

AUG 30 1976

Date AUG 30 1976

Fee \$10.00

ICC Washington, D. C.

RECORDATION NO. 8418-A

AUG 30 1976 12 01 AM

INTERSTATE COMMERCE COMMISSION

JAMES A. HESSE  
GENERAL ATTORNEY—MISSOURI  
622-2024

ROBERT S. DAVIS  
COMMERCE COUNSEL  
622-2011

DONALD E. MOLLOY  
ASSISTANT GENERAL ATTORNEY  
622-2016

RICHARD S. M. EMRICH, III  
ASSISTANT GENERAL ATTORNEY  
622-2013

PAUL J. M. RUTTERER  
ATTORNEY  
622-2866

Re: The Missouri Pacific Railroad Equipment Trust, Series UU  
dated August 1, 1976. Chemical Bank, Trustee. Originally  
recorded with ICC under Rec. No. 8418. (Filed and Recorded  
July 22, 1976 - 2:15 P.M.)

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of  
the Interstate Commerce Act and 49 Code Fed. Regs. Section 1116.1(a),  
etc seq., are 5 executed counterparts of Supplemental Agreement No.  
1, dated as of August 16, 1976, between Chemical Bank, Trustee, and  
Missouri Pacific Railroad Company, supplementing the Equipment Trust  
Agreement identified in the caption.

The Supplemental Agreement transmitted herewith for filing  
and recording covers the following Equipment:

No. of  
Units

Description

5

60' High Cube Box Cars, numbered  
MP 269055 thru 269059, both incl.  
AAR Class or Mechanical Designa-  
tion XL.

which Equipment is thereby added to and included in the Trust Equip-  
ment described in the Equipment Trust Agreement.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Trustee-  
Lessor:

Chemical Bank  
55 Water Street  
New York, N. Y. 10041

Lessee:  
(Railroad)

Missouri Pacific Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

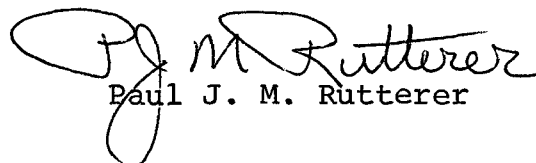
Check or voucher to cover the \$10.00 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. J. C. Durand  
337 National Press Bldg.  
Washington, D. C. 20004  
(Tel: 628.2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,

  
Paul J. M. Rutterer

PJMR:ts

Encl:

Supplemental Agreement  
No. 1 (5)  
Voucher for \$10.00 for rec. fee.

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**8/30/76**

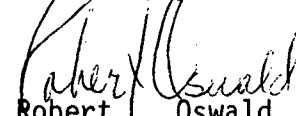
**OFFICE OF THE SECRETARY**

•  
**Mrs. Judy C. Durand**  
**337 National Press Building**  
**Washington, D.C. 20004**  
•

Dear Sir:

The enclosed document was recorded pursuant to the provisions  
of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **8/30/76**  
at **10:35am**, and assigned recordation number **8418-A**

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure

SE-39  
(2/75)

REGISTRATION NO. 8418-A

AUG 30 1976 10 05 AM

REGISTERED COMMERCIAL AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES UU  
Equipment Trust Agreement, dated August 1, 1976.  
(Original I.C.C. Rec. No. 8418)

THIS SUPPLEMENTAL AGREEMENT, dated as of August 16, 1976, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Missouri corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof (hereinafter called the Agreement) is now in effect between the Trustee and the Railroad, and provides for the leasing by the Trustee to the Railroad of certain Trust Equipment as defined and on the terms set forth in the Agreement; and

WHEREAS, the Agreement provides that if the aggregate Cost of all the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to the Agreement, the Railroad will cause to be transferred to the Trustee, pursuant to proper supplement to the Agreement, additional Equipment in such amount and of such Cost that the aggregate Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates so issued; and

WHEREAS, the Trust Equipment described in Schedule A to the Agreement has been determined to have an aggregate Cost of less than 125% of the aggregate principal amount of Trust Certificates issued; and

WHEREAS, the Railroad desires to subject to said Equipment Trust and to transfer to the Trustee additional Equipment in an amount and of such Cost that the aggregate Cost of all the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Agreement, the parties agree:

1. The Trust Equipment as defined and described in the Agreement and as set forth in Schedule A to the Agreement shall include the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Total Cost</u>
5	60' High Cube Box Car, numbered MP269055 thru 269059, both incl.	\$209,000

which Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of the Agreement.

2. Except as expressly amended, the Agreement

and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

3. This Supplemental Agreement (a) shall be governed by the laws of the State of New York, and (b) may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ATTEST:

  
*P. J. Gilman*  
Assistant Trust Officer

[Corporate Seal]

CHEMICAL BANK

By

*J. H. H. H.*  
Vice President

ATTEST:

*H. J. Harold*  
Assistant Secretary

[Corporate Seal]

MISSOURI PACIFIC RAILROAD COMPANY

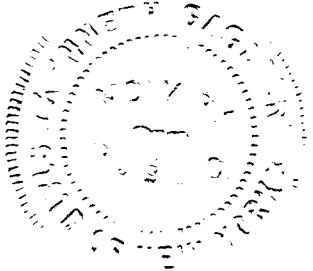
By

*M. M. H. H.*  
Vice President

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 24<sup>th</sup> day of August, 1976, before me personally appeared J. J. FLEMING, to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires 3/30/77



(Notarial Seal)

Kenneth Gaglione  
Notary Public

KENNETH GAGLIONE  
Notary Public, State of New York  
No. 03-4621558  
Qualified in Bronx County  
Certificate filed in New York County  
Commission Expires March 30, 1977

STATE OF MISSOURI )  
 ) ss.  
CITY OF ST. LOUIS )

On this 16<sup>th</sup> day of AUGUST, 1976, before me personally appeared M. M. HENNELLY, to me personally known, who, being by me duly sworn, says that he is a Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires Sept 28, 1978

R. C. Mason  
Notary Public.

R. C. MASON, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires September 28, 1978

(Notarial Seal)

This act performed in the City of St. Louis, which adjoins the County of St. Louis in which I was commissioned.